

1 DORSEY & WHITNEY LLP
2 J. Michael Keyes (SBN 262281)
3 *keyes.mike@dorsey.com*
4 Connor J. Hansen (*pro hac vice*)
5 *hansen.connor@dorsey.com*
701 Fifth Avenue, Suite 6100
Seattle, WA 98104
Telephone: 206.903.8800
Facsimile: 206.903.8820

6 DORSEY & WHITNEY LLP
7 Kent J. Schmidt (SBN 195969)
8 *schmidt.kent@dorsey.com*
9 600 Anton Boulevard, Suite 200
Costa Mesa, CA 92626
Telephone: 714.800.1400
Facsimile: 714.800.1499

10 | *Attorneys for Plaintiff AXS Group LLC*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

14 AXS GROUP LLC,
15 Plaintiff,
16 v.
17 INTERNET REFERRAL SERVICES,
18 LLC, EVENT TICKETS CENTER,
19 INC., VERIFIED-TICKET.COM,
AMOSA.APP and SECURE.TICKETS,
Defendants.

Case No. 2:24-CV-00377-SPG (Ex)

**STIPULATED INTERIM
PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

23 Plaintiff AXS Group LLC (“AXS” or “Plaintiff”) and named Defendant Event
24 Tickets Center, Inc. (“Event Tickets”) are engaged in discussions that may lead to an
25 amicable resolution of this dispute. To facilitate the full and frank exchange of
26 information during these discussion, the Parties anticipate that they may provide
27 confidential and highly confidential materials, documents, or information (as defined
28 in Sections 3.3.-3.4 below) before the start of discovery in this matter and before a

1 protective order is entered in the regular course of this dispute. These materials,
2 documents, or information are likely to include confidential, proprietary, or private
3 information for which special protection from public disclosure and from use for any
4 purpose other than engaging in settlement discussions in this action may be
5 warranted; and/or privileged documents and/or work product.

6 Accordingly, Plaintiff and Event Tickets hereby stipulate to and petition the
7 Court to enter the following Stipulated Interim Protective Order for the purpose of
8 facilitating frank discussions between the Parties.

9 The parties acknowledge that this Order does not confer blanket protections
10 on all disclosures or responses to discovery and that the protection it affords from
11 public disclosure and use extends only to the limited information or items that are
12 entitled to confidential or highly confidential treatment under the applicable legal
13 principles and for the limited purposes and duration as set forth below.

14 The parties further acknowledge, as set forth in Section 11.3, below, that this
15 Stipulated Interim Protective Order does not entitle them to file confidential
16 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
17 followed and the standards that will be applied when a party seeks permission from
18 the court to file material under seal.

19 Finally, the parties agree that entry of this Stipulated Interim Protective Order
20 is without prejudice to entry of a final Protective Order, including with differing
21 terms, should the case not settle before discovery begins.

22 **2. GOOD CAUSE STATEMENT**

23 The parties to this Stipulated Interim Protective Order assert that good cause
24 exists for the entry of the Order. Event Tickets assert that the documents exchanged
25 in settlement discussions are likely to involve Event Tickets' confidential and highly
26 confidential financial and/or competitive information, trade secrets, customer and
27 pricing lists, and other valuable research, development, commercial, financial,
28 technical and/or proprietary information for which special protection from public

1 disclosure and from use for any purpose other than settlement discussions in this
2 action is warranted. Such confidential and highly confidential materials and
3 information may consist of, among other things, confidential business or financial
4 information, information regarding confidential business practices, confidential
5 agreements with third parties, or other confidential research, development, or
6 commercial information (including information implicating privacy rights of third
7 parties), information otherwise generally unavailable to the public, or which may be
8 privileged or otherwise protected from disclosure under state or federal statutes, court
9 rules, case decisions, or common law.

10 Accordingly, to expedite the flow of information and to adequately protect
11 information the parties are entitled to keep confidential, a protective order for such
12 information is justified in this matter. It is the intent of the parties that information
13 will not be designated as confidential for tactical reasons and that nothing be so
14 designated without a good faith belief that it has been maintained in a confidential,
15 non-public manner, and there is good cause why it should not be part of the public
16 record of this case or used for any purpose outside the scope of settlement discussions
17 between the parties.

18 Thus, the parties agree that certain and limited documents and information
19 warrant “Confidential” and “Highly Confidential” treatment for settlement purposes
20 only pursuant to the terms of this Stipulated Interim Protective Order.

21 **3. DEFINITIONS**

22 3.1 Action: This pending federal law suit.

23 3.2 Challenging Party: A Party or Non-Party that challenges the designation
24 of information or items under this Order.

25 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for protection
27 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
28 Cause Statement.

1 3.4 "HIGHLY CONFIDENTIAL—OUTSIDE ATTORNEYS' EYES
2 ONLY" Information or Items: Information (regardless of how it is generated, stored
3 or maintained) or tangible things that qualify for protection under Federal Rule of
4 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

5 3.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
6 their support staff).

7 3.6 Designating Party: A Party or Non-Party that designates information or
8 items that it produces or generates in disclosures during settlement discussions as
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—OUTSIDE ATTORNEYS'
10 EYES ONLY."

11 3.7 Disclosure or Discovery Material: All items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures during settlement discussions in this matter.

15 3.8 In-House Counsel: Attorneys who are employees of a party to this
16 Action and their support staff. In-House Counsel does not include Outside Counsel
17 of Record or any other outside counsel.

18 3.9 Outside Counsel of Record: Attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm which
21 has appeared on behalf of that party, and includes support staff.

22 3.10 Party: Plaintiff AXS Group LLC ("AXS" or "Plaintiff") and Event
23 Tickets Center, Inc. ("Event Tickets") including all of their officers, directors,
24 employees, consultants, In-House Counsel and Outside Counsel of Record (and their
25 support staffs).

26 3.11 Non-Party: Any natural person, partnership, corporation, association, or
27 other legal entity that is an officer, director, employee, consultant, or Outside Counsel

28

1 of Record (and their support staffs) of AXS and Event Tickets as defined above in
2 3.10.

3 3.12 Producing Party: A Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 3.13 Receiving Party: A Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 3.14 Professional Vendors: Persons or entities that provide litigation support
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 3.15 Protected Material: Any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—OUTSIDE
13 ATTORNEYS’ EYES ONLY.”

14 **4. SCOPE**

15 The protections conferred by this Stipulated Interim Protective Order cover not
16 only Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material. The
20 Protected Material exchanged under this agreement are for purposes of facilitating
21 and engaging in settlement discussions only. All Confidential and Highly
22 Confidential material produced, reproduced, or provided to the Parties to this
23 Stipulated Interim Protective Order shall be kept confidential and are submitted
24 without prejudice as an offer of compromise, within the meaning of Fed. R. Evid.
25 408. Accordingly, the Confidential and Highly Confidential material, any related
26 communications, and this Order shall not be admissible in any forum for any purpose,
27 except that the Order may be admissible in this Court to enforce its terms.

28

1 Documents and materials produced pursuant to this Stipulated Interim
2 Protective Order and information derived from those documents and materials,
3 cannot be produced in Court, utilized in discovery, or used for any purpose other than
4 specifically provided herein. Should any Party to this Stipulated Interim Protective
5 Order seek to rely on upon the confidential financial information produced pursuant
6 to this agreement for purposes of a motion to approve a settlement in this matter, the
7 Party must first send the proposed language to the Opposing Party's counsel for
8 written approval.

9 Any use of Protected Material outside the limited purpose and duration of this
10 Stipulated Interim Protective Order shall not be governed by this Order. This Order
11 does not govern the use of Protected Material at trial. This Stipulated Interim
12 Protective Order only extends to protect such information between the Parties to this
13 Order and does not extend to information produced or generated by Non-Parties to
14 this Order, including any other named or unnamed defendants in this Action. This
15 Stipulated Interim Protective Order does not supersede, modify, or replace any
16 subsequent protective order entered into by these or any other parties to this Action
17 and signed by the Court.

18 **5. DURATION**

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order will remain in effect until a Designating Party agrees otherwise
21 in writing or a court order otherwise directs. Any party to this Stipulated Interim
22 Protective Order may, upon written notice to the other Parties to this Order, move for
23 an order modifying, amending, or dissolving the terms of this Order. Final disposition
24 will be deemed to be the later of (1) dismissal of all claims and defenses in this
25 Action, with or without prejudice; and (2) final judgment herein after the completion
26 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1 **6. DESIGNATING PROTECTED MATERIAL**

2 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party that designates information or items for protection under this Order must
4 take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. The Designating Party must designate for protection only
6 those parts of material, documents, items, or oral or written communications that
7 qualify so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 **6.2 Manner and Timing of Designations.** Except as otherwise provided in
19 this Order (*see, e.g.*, second paragraph of section 6.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before or at the time the material is
22 disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—OUTSIDE ATTORNEYS’
28 EYES ONLY”, to each page that contains protected material. If only a portion or

1 portions of the material on a page qualifies for protection, the Producing Party also
2 must clearly identify the protected portion(s) (e.g., by making appropriate markings
3 in the margins).

4 A Party that makes original documents available for inspection need not
5 designate them for protection until after the inspecting Party has indicated which
6 documents it would like copied and produced. During the inspection and before the
7 designation, all of the material made available for inspection will be deemed
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or
10 portions thereof, qualify for protection under this Order. Then, before producing the
11 specified documents, the Producing Party must affix the “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES ONLY”
13 designation to each page that contains Protected Material. If only a portion or portions
14 of the material on a page qualifies for protection, the Producing Party also must
15 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
16 margins).

17 (b) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information is stored the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—OUTSIDE ATTORNEYS’
21 EYES ONLY.” If only a portion or portions of the information warrants protection,
22 the Producing Party, to the extent practicable, will identify the protected portion(s).

23 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive
25 the Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 7.1 Timing of Challenges. Any Party may challenge a designation of
3 confidentiality (which includes both “CONFIDENTIAL” and “HIGHLY
4 CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES ONLY” at any time until the
5 final disposition of this Action or dissolution of this Stipulated Interim Protective
6 Order as defined in Section 5, Duration.

7 7.2 Meet and Confer. The Challenging Party will initiate the dispute
8 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
9 et seq.

10 7.3 The burden of persuasion in any such challenge proceeding will be on
11 the Designating Party. Frivolous challenges, and those made for an improper purpose
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived
14 or withdrawn the confidentiality designation, all parties will continue to afford the
15 material in question the level of protection to which it is entitled under the Producing
16 Party’s designation until the Court rules on the challenge.

17 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 8.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party in connection with this Action only to the
20 extent necessary for the purpose of facilitating a potential settlement to this Action
21 between the Parties to this Stipulated Interim Protective Order, as defined in Section
22 4, Scope. Such Protected Material may be disclosed only to the categories of persons
23 and under the conditions described in this Order. Upon the final disposition of this
24 Action or dissolution of this Stipulated Interim Protective Order as defined in Section
25 5, Duration, a Receiving Party must comply with the provisions of Section 12, Final
26 Disposition.

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including In-House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) the Court and its personnel if necessary;

14 (d) court reporters and their staff if necessary;

15 (e) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (g) any mediator or settlement officer, and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions.

22 8.3 Disclosure of “HIGHLY CONFIDENTIAL—OUTSIDE
23 ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by
24 the court or permitted in writing by the Designating Party, a Receiving Party may
25 disclose any documents designated “HIGHLY CONFIDENTIAL—OUTSIDE
26 ATTORNEYS’ EYES ONLY” only to the following persons:

- 1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary
3 to disclose the information for this Action;
- 4 (b) the Court and its personnel if necessary;
- 5 (c) court reporters and their staff if necessary;
- 6 (d) professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action and who have
8 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 9 (e) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information; and
- 11 (f) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED**
14 **MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Interim Protective Order, the Receiving Party must immediately (a) notify
18 in writing the Designating Party of the unauthorized disclosures, (b) use its best
19 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
20 person or persons to whom unauthorized disclosures were made of all the terms of
21 this Order, and (d) request such person or persons to execute the "Acknowledgment
22 and Agreement to Be Bound" that is attached hereto as Exhibit A.

23 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR**
24 **OTHERWISE PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the Stipulated Interim Protective Order
6 submitted to the court.

7 **11. MISCELLANEOUS**

8 11.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 11.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Stipulated Interim Protective Order no Party waives any right it otherwise would
12 have to object to disclosing or producing any information or item on any ground not
13 addressed in this Stipulated Interim Protective Order. Similarly, no Party waives any
14 right to object on any ground to use in evidence of any of the material covered by
15 this Stipulated Interim Protective Order.

16 11.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the court, then the Receiving Party may file the information
21 in the public record unless otherwise instructed by the court.

22 **12. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in Section 5, Duration,
24 within 60 days of a written request by the Designating Party, each Receiving Party
25 must return all Protected Material to the Producing Party or destroy such material.
26 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the
28 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

1 archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section 5, Duration.

7 14. Any willful violation of this Order may be punished by civil or criminal
8 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
9 authorities, or other appropriate action at the discretion of the Court.

10 It is so stipulated.

11 \\

12 \\

13 \\

14 \\

15 \\

16 \\

17 \\

18 \\

19 \\

20 \\

21 \\

22 \\

23 \\

24 \\

25 \\

26 \\

27 \\

28 \\

1 Dated: April 29, 2024

DORSEY & WHITNEY LLP

2
3 By: /s/ J. Michael Keyes
4 J. Michael Keyes (SBN 262281)
5 *keyes.mike@dorsey.com*
6 Connor J. Hansen (*pro hac vice*)
7 *hansen.connor@dorsey.com*
Columbia Center
701 Fifth Avenue, Suite 6100
Seattle, WA
Telephone: 206.903.8800
Facsimile: 206.903.8820

8 DORSEY & WHITNEY LLP
9 Kent J. Schmidt (SBN 195969)
10 *schmidt.kent@dorsey.com*
11 600 Anton Boulevard, Suite 200
Costa Mesa, CA 92626
Telephone: 714.800.1400
Facsimile: 714.800.1499

12 *Attorneys for Plaintiff AXS Group LLC*

13
14 Dated: April 29, 2024

FISH & RICHARDSON P.C.

15 By: /s/ John Thornburgh
16 John Thornburgh (SBN 154627)
17 *thornburgh@fr.com*
18 12860 El Camino Real Suite 400
San Diego, CA 92130
Telephone: 858.678.4312
Facsimile: 858.678.5099

19 Christopher S. Marchese (SBN 170239)
20 *marchese@fr.com*
21 633 W 5th 26th Floor
Los Angeles, CA 90071
Telephone: 213.533.4240

22 *Attorneys for Defendant Event Tickets
Center, Inc.*

23
24
25 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filing party hereby attests that all
26 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
27 content and have authorized this filing.
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Interim Protective Order that was issued by the United States District Court for the
Central District of California on _____ [insert date] in the case of *AXS*
Group LLC v. Internet Referral Services, LLC et al., Case No. 2:24-CV-00377-SPG
(Ex). I agree to comply with and to be bound by all the terms of this Stipulated Interim
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Interim Protective Order to any person or entity except in strict compliance
with the provisions of this Order. I further agree to submit to the jurisdiction of the
United States District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Interim Protective Order, even if such
enforcement proceedings occur after termination of this action.

19 | Date:

21 City and State where sworn and signed:

23 Printed Name:

25 | Signature:

CERTIFICATE OF SERVICE

I hereby certify that on April 29, 2024, a true and correct copy of the foregoing was filed electronically using the Court's CM/ECF system, which shall send notification of such filing to all counsel of record. Any counsel of record who has not consented to electronic service through the Court's CM/ECF system will be served by electronic mail.

/s/ J. Michael Keyes
J. Michael Keyes, SBN 262281